

REAFFIRMATION AGREEMENT
UNITED STATES BANKRUPTCY COURT

NEBRASKA DISTRICT OF NEBRASKA

CHRISTOPHER, D EXLINE

FILED
05 NOV 18 AM 11:31
UNITED STATES BANKRUPTCY CLERK
FOR THE DISTRICT OF NEBRASKA
OMAHA

05-83169

Credit Acceptance Corporation
25505 West 12 Mile Road
Southfield, MI 480345

Chapter 7
Chapter 7

Instructions: 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.
2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court

NOTICE TO DEBTOR:

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code 524 (c)).

You are allowed to pay this debt without signing this agreement. If you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on the property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court. If you cannot afford to redeem the property with one payment, the reaffirmation agreement allows you to pay for the merchandise in monthly installments as agreed upon by you and the creditor.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows:

THE DEBT

Total Amount of Debt When Case was Filed	\$5074.15
Total Amount of Debt Reaffirmed	\$5074.15
Above Total includes the following:	
Interest Accrued to Date of Agreement	\$ NA
Attorney Fees	\$ NA
Late Fees	\$ NA
Other Expenses of Costs Relating to the Collection of this Debt (Describe)	\$ NA
Annual Percentage Rate (APR)	15%
Amount of Monthly Payment	\$ 276.22
Date Payments Start	9/22/2005
Total Number of Payments to be made	21
Total of Payments if paid according to schedule	\$ 5800.7
Date Any Lien Is to Be Released if paid According to schedule	6/22/2007

THE DEBTOR AGREED THAT ANY AND ALL REMEDIES AND RIGHTS AVAILABLE CREDITOR UNDER THE SECURITY AGREEMENT, INCLUDING ANY RIGHT TO DEMAND THAT ALL FUTURE CONTOVERSIES BE RESOLVED THROUGH ANY APPLICABLE ARBITRATION CLAUSE IN THE SECURITY AGREEMENT, REMAIN AVAILABLE

All additional Terms Agreed to by the Parties (if any):

Payments on this debt [were] _ [were not] _ in default on the date on which this bankruptcy case was filed
This agreement differs from the original agreement with the creditors as follows:
\$5074.15 @ 15% INTEREST RATE. MONTHLY PYMNT OF \$276.22 TO BEGIN ON SEPTEMBER 22ND 2005 FOR A TOTAL OF \$5800.70

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL

Description of Collateral: The Collateral is a Motor Vehicle or Truck.
It is more specifically identified as follows:

Year: 1998
Manufacturer: SUZUKI
Model: ESTEEM
Vehicle Identification Number: JS2GB31S5W5148477.
Value \$5074.15. Basis or Source for Valuation: Balance as of the
bankruptcy date

Current Location of Collateral:

3208 3rd Ave. Carmel Bluffs, Ind. 51501

Use of Collateral: Personal use of Debtor

Expected Future Use of Collateral: Personal use of Debtor

Check Applicable Lines:

☒ Any lien described herein is valid and perfected.
☐ This agreement is part of a settlement of a dispute
regarding the dischargeability of this debt under section 523 of the
Bankruptcy Code (11 U.S.C.523) or any other dispute.
The nature of dispute is _____

DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My Monthly Income (take home pay plus any other income received) is
\$ 1200.00.

My current monthly expenses total \$ 750.00, not including any payment
due under this agreement or any debt to be discharged in this bankruptcy
case.

I believe this agreement will not impose an undue hardship on me or my
dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because I must have transportation.

I believe this agreement is in my best interest because I need reliable
transportation to get back and forth to work.

I ☐ [considered] ☒ [did not consider] redeeming the collateral under section
722 of the Bankruptcy Code (11 U.S.C.722). I chose not to redeem
because I need this car.

I ☐ [was] ☒ [was not] represented by an attorney during negotiations on this
agreement.

CERTIFICATION OF ATTACHMENTS

A Copy of the Retail Installment Contract that creates the security interest in the collateral is attached. The Creditor's lien is perfected and a copy of the title or other document evidencing the perfection is attached.

SIGNATURES

Chris Sline
(Signature of Debtor)

Credit Acceptance Corporation
(Name of Creditor)

Date 11-2-05
Creditor Representative)

Duke Samuels
(Signature of Creditor (Signature of

(Signature of Joint Debtor) Date _____

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

Malcolm Carr
(Signature of Debtor's Attorney, if any)

11/4/5
Date

ORDER APPROVING REAFFIRMATION AGREEMENT

(Not required if page 4 contains signed Certification of Debtor's Attorney, or if the debt is a consumer debt secured by real property.)

GOOD CAUSE APPEARING, it is Ordered that the above Reaffirmation Agreement is approved.

Date: _____

United States Bankruptcy Judge